due, and rested, claiming that he had made a prima facie case entitling him to recover. The defendant requested a directed verdict on the ground that the plaintiff must show that the consideration for the note was connected with her separate property. By agreement the case was tried by the court. At the conclusion of testimony, plaintiff requested the trial court to direct a verdict in his favor on the alleged prima facie showing originally made; this was refused and judgment went for defendant. The supreme court affirmed the judgment, holding that the introduction of the note in evidence without proof of a consideration connected with her separate estate, did not establish a prima facie case. *Judd* v. *Judd,* (Mich., 1915), 154 N. W. 31.

The case illustrates one of two different rules. Some courts in considering the question suggest that the proper rule to be applied depends upon the construction as to the scope of the enabling statute. At common law the contract of a married woman was void; her disability was the rule, and the presumption was absolute against her liability. Modern statutes have raised this disability in varying degrees. If a given statute be construed as sufficiently broad to remove the disability generally, with certain exceptions, thus making disability the exception rather than the rule, then a married woman's contract is in the same category as that of a person under no disability, and subject to no different rules. Under such a statute and with a similar set of facts as in the instant case, the plaintiff would have made her prima facie case because a note imports consideration. *Miller* v. *Shields,* 124 Ind. 166; *Grand Banking Co.* v. *Wright,* 53 Neb. 574. One Michigan case, that of *Bank v. Miller,* 131 Mich. 564, rested its decision as to this point on a broad interpretation of the Michigan statute, and is contrary to that of the case at bar. It was rendered, however, without argument, and without reference to the decisions that had established the other rule for Michigan; it has never been followed, and the court in the instant case expressly overruled it. The decision in the instant case construes the Michigan statute as removing the disability, not generally, but only in respect to certain specified matters; thus the plaintiff before making out a prima facie case must show affirmatively that the note was given in respect to a contract which by the enabling statute a married woman had power to make. In Michigan, where a married woman can make no obligation except with reference to her separate property, the statute would seem to be one which recognizes the common law concept of general disability except in the instances provided, and the decision of the instant case, therefore, is in line with the foregoing theory.

BILLS AND NOTES—WAIVER OF NOTICE BY CONSENT TO EXTENSION OF TIME.—The payee sued the indorser on a promissory note which contained an agreement binding the indorser "notwithstanding any extension of time granted to the principal" and "waiving all notice of such extension of time". The payee had extended the note, but when the extension had ended and payment been refused, had failed to give notice of dishonor to the defendant. The defense was based upon this fact, the plaintiff contending there had

been a waiver of notice. *Held*: a consent by the indorser to an extension of the time of payment is an implied waiver of notice. *First Nat. Bank of Henderson* v. *Johnson* (N. C. 1915) 86 S.E. 360.

The Negotiable Instrument Law provides: "Notice of dishonor may be waived either before the time of giving notice has arrived or after the omission to give due notice, and the waiver may be express or implied." An implied waiver is considered to exist when the indorser has given the holder to understand that such a waiver was intended and that he was not expected to give notice. DANIEL, NEG. INST., (5th ed.) §1103. The dissenting judge in the instant case argued that, applying such a test, the conclusion should be that the indorser agreed only to an extension of the time of payment and to a waiver of "notice of such extension of time" as expressly stipulated in the contract; that as the holder and not the indorser could know the date when the extended period has ended, the reason was all the stronger for requiring notice to be given him that he might take steps for his own security. The argument would seem to be reasonable but the decisions do not sustain it. A few old cases only might be cited in its support. *Michand* v. *Lagrade,* 4 Minn. 21; *Norton* v. *Lewis,* 2 Conn. 478; *Cayuga Bank* v. *Dill,* 5 Hill 403. An extended list of authorities, on the other hand, confirms the majority opinion, which is based upon the theory that when an indorser agrees to an extension of the time of payment of a promissory note, that agreement converts his contingent liability of indorser into the absolute liability of the guarantor, and that no notice is therefore necessary. *Hudson* v. *Wolcott,* 39 Oh. St. 618: and the cases in the note on p. 641 of 33 L. R. A. (N. S.)

CARRIERS—LIABILITY OF INTERMEDIATE CARRIER FOR DELAY IN TRANSPORTATION.—Cattle were shipped under a through bill of lading from Montana to Chicago via St. Paul, where they were unloaded by the initial carrier and reloaded by defendant into its cars, bills of lading from St. Paul to Chicago being then issued by the defendant company from the original bill. Damage resulted from delay on the lines of a succeeding carrier, to whom the cattle were delivered by the defendant, and plaintiff contended that defendant was liable for such damage, on the ground that by issuing a new bill of lading, the defendant had become an "initial" carrier within the meaning of the CARMACK AMENDMENT, and was therefore liable for the default of any subsequent connecting carrier in the chain of transportation an intermediate carrier cannot be sued for a delay in transportation of an interstate shipment, where the delay was not caused on its lines, regardless of whether or not it had issued a bill of lading. *Hudson* v. *Chi. St. P., M. & O. Ry. Co.,* 226 Fed. 38.

Before the CARMACK AMENDMENT, the obligation of an intermediate carrier, arising out of the implied contract springing from the receipt of the goods, extended no further than to safe carriage over its own lines and seasonable delivery to the succeeding carrier. *Illinois C. R. Co.* v. *Curry,* 127 Ky. 643; *G. R. & I. R. Co.* v. *Diether,* 10 Ind. App. 206; *Deming* v. *Norfolk & W. R. Co.,* 21 Fed. 25; *Breston* v. *Pa. R. Co.,* 116 Fed. 235. An